Ordnance Factory Badmal
Unit of Munitions India Limited
Govt. of India Enterprise
Ministry of Defence
Badmal, Bolangir (Odisha) - 767070

आयुध निर्माणी बड़माल
म्यूनिशंस इंडिया लिमिटेड की इकाई
भारत सरकार का उद्यम
रक्षा मंत्रालय
बड़माल,बलांगीर(ओड़िशा) -767 070

फोन / Phone: 06655-250 969 – 973, फैक्स / FAX:06655-250561/250271, ई-मेल / e-mail: mmofbol@ord.gov.in

ADDITIONAL TERMS & CONDITIONS (ATC)

Special Important Note for Vendors	**THIS GEM BID IS OPEN TENDER ENQUIRY (OTE) IN WHICH ESTABLISHED, REGISTERED AS WELL AS NEW VENDORS ARE ELIGIBLE TO PARTICIPATE.** Supply of item as per required specification & all the tender conditions should be agreed by the seller / vendor. Accordingly, the seller / vendor should sign & seal the specification & Bid conditions & same should be submitted / attach along with Custom Bid, otherwise the offer of the seller / vendor will be ignored.
Item Code –	**6281000104**
Nomenclature –	**SHELL BODY WITH DRIVING BAND 107 TOTO DRG.NO.3060202 DC:36490-A DTD.19.11.1998 AND SURFACE TREATED AS PER DRG.NO.3060203 DC:36490-A DTD.19.11.98 EXTERNALLY PAINTED WITH PAINT OLIVE GREEN RAL 6003 MATT FINISH TO DEFENCE STANDARD:DEF STAN 80-25 ISSUE-5 2009(PAINTAMMUNITION FINISHING, STOVING & DIPPING TYPES).INTERNALLY OIL SEALED WITH LIFTING PLUG TO DRG.NO.5191856 DC NO.37595-ADTD.08.12.21 AND GASKET TO DRG.NO.6391043 DC NO.36695-A DTD.08.08.2000, LOOSELY FITTED.**

1. **THE TERMS & CONDITIONS OF TE: -**

Sl. No.	TERM	OPTION in GeM	DECISION For OTE
1	Intent of Buying	Direct/BID/RA	Custom Bid
2	Type of Tender Enquiry	GTE/OTE/SD OTE/STE/ LTE	OTE
3	Tender Enquiry Conditions	100% LTE without OC 100% LTE with 25% OC 80% LTE with 25% OC & 20% SD-OTE without OC	100% OTE with 50% OC
4	Tender Quantity	---	**54,351 Nos**
5	Option Clause	Applicable/Not-Applicable. If applicable, then proportion%.	50% Applicable
6	Delivery Period (days), including staggered DP (if required)	15-2190 Days.	**245 Days** The Staggered Delivery Period (DP) will be as mentioned below:

Qty	DP
513 Nos.	0- 75 Days (45 days for submitting documents for RMC and 30 days for Pilot Lot)
10,000 Nos.	76- 105 Days
10,000 Nos.	106- 135 Days
10,000 Nos.	136-165 Days
10,000 Nos.	166-195 Days
10,000 Nos.	196-225 Days
3,838 Nos.	226-245 Days

Note:

i) Firm has to offer all the required Raw Materials and obtain RMC from OFBL within 45 days from the date of placement of Supply Order.

			ii) 30 Days for supply of Pilot Lot if applicable. iii) Firms have to supply the material @ 10,000 Nos per month (cumulative of two trade sources). If 02 (two) firms will get the order in the ratio 60:40, then delivery per month for each firm will be in the ratio 60:40 i.e. 6000 Nos & 4000 Nos. If only 01 firm will get the order, the delivery will be @ 10,000 Nos per month. If firm will not offer as per the above schedule, then necessary action as per MIL SPM-2023 may be imposed.
7	Bid Duration	10-45 Days	20 Days
8	Bid Life Cycle	30-180 Days	180 Days
9	Bid Offer Validity	30-180 Days	160 Days
10	Terms of Delivery	Free Delivery at site (at Consignee/ Reporting Officer's Place)	Free Delivery at site (at Consignee/ Reporting Officer's Place)
11	Place of Inspection	Firm's premises/Buyer's premises.	**Firm's Premises.**
12	Type of Inspection	Post-Dispatch/Pre Dispatch/Stage-wise Inspection	Stage wise inspection
13	Inspection Authority/ Inspection Officer	CGM (for Army Stores)/ CNA (DGNAI) (for Naval Stores)/Joint Inspection by GM & AQAW(A) (for Air Force Stores)	CGM/OFBL or his authorised representative
14	Auto CRAC Generation Days	10-60 Days	60 Days
15	Time to be allowed to the seller for technical clarification	1-21 days	3 days
16	Whether the subject of procurement is for commercial Re-sale	Yes/No	No
17	Price Variation Clause	Applicable/ Not Applicable. If applicable, then "Text of PV formula".	Not Applicable
18	Participants Eligibility Criterion	1. Bidder Annual Turnover (in Lakhs) (Average annual turnover during last 03 years should be more than or equal to 50 % of estimated bid value rounded to nearest lakhs).	NA
		2. Experience Criteria (In years)- 0-3 Years	YES , 03 YEARS (Vendors have to submit Proof for supply Shell 155mm M107 or similar items of 155mm Calibre for 10% of bid quantity in at least 01 of the last 03 financial years to any Govt./ Private agencies

19	Additional Criterion	Average Annual Turnover of OEM should be less than or equal to Maximum 400% of Estimated Bid Value /Bid Estimated Value rounded to nearest lakhs.	Yes, 90% (OEM Firms have to submit certificate of Turnover of last 03 years duly audited/certified by Chartered Accountant)
		Past Performance (In Percentage)	Yes, 10% (Vendors have to submit Proof for supply Shell 155mm M107 or similar items of 155mm Calibre for 10% of bid quantity in at least 01 of the last 03 financial years to any Govt./ Private agencies)
20	Documents Required from Seller	Experience Criteria/Past Performance/Bidder Turnover/ Certificate (Requested in ATC) OEM authorization certificate/ OEM annual Turnover.	YES (Requested in ATC)
21	Do you want to show Documents uploaded by Bidders to all Bidders participated in the bid?	YES/NO	NO
22	Minimum Number of Bids required to Disable Automatic Bid extension	------	3
23	Number of Days for which Bid would be auto-Extended	03 Days – 07 Days	7
24	Number of Auto extension count	01- 03	1
25	Do you want to give exemption to verified MSE for years of Experience and Turnover?	YES/NO	NO
26	Do you want to give exemption to verified start-ups for years of experience and turnover?	YES/NO	NO
27	EMD Required (EMD is allowed only for bid value greater than 5 Lakhs)	YES/NO	YES, 3% of tender value (i.e. Rs 3,80,78,387/-) or Proof of exemption of EMD.
28	e PBG Required (EPBG is allowed only for bid value greater than ***5 Lakhs***) (2-10%)	YES/NO	YES, 5% (if the S.O Value is above Rs. 5 Lakh). (Firm should submit PSD within 30 days from the placement of Supply Order in the form of Account payee Demand draft/Banker Cheque, fixed Deposit Receipt from a commercial Bank, Bank Guarantee from a Commercial Bank or Online payment in an acceptable form and PSD validity is 26 months from the date of placement of contract order).
29	Do you want to select UIN Number	YES/NO	NO
30	Splitting required	YES/NO	YES, 60:40 as per MILSPM-2023 Clause No. 2.37 and 4.11 (a)
31	Do You Want To Include The Arbitration Clause In Bid Document?	YES/NO	NO
32	Do You Want Incorporate For Negotiated Amicable Settlements For Resolution Of Disputes Under	YES/NO	NO

	The Mediation Act, 2023 In Bid Document?		
33	Do you want to reserve this procurement for MII class 1 local supplier	YES/NO	NO
34	Do you want to provide Purchase Preference to MII	YES/NO	YES
35	Purchase Preference to MII sellers available up to price within L1+X%	20% (if applicable)	20%
36	Maximum percentage of bid quantity for MII Purchase Preference	50% (if applicable)	50%
37	Do you want to allow participation only from Class1/ Class2 local suppliers as per the Public procurement Preference to Make-In-India order dated 04.06.2020.	Yes, In compliance with the MII order/No., we have got exemption from Competent Authority as defined in DOE OM dtd. 28.05.2020	YES
38	MII Local Content Eligibility	20% or 50%	50%
39	Do you want to reserve this procurement for MSE sellers.	YES/NO	NO
40	Do you want to provide Purchase Preference to MSE	YES/NO	YES
41	Purchase Preference to MSE sellers available up to price within L1+X%	15%	15%
42	Maximum percentage of bid quantity for MSE Purchase Preference.	25%	25%
43	Scope of Supply	Supply, Installation, Testing, Commissioning of Goods/Supply, Installation, Testing, Commissioning of Goods and Training of operators and providing statutory clearance required (if any)/Only Supply of Goods	Only Supply of Goods
44	Timely Servicing/ Rectification of defects during warranty period. (No. of days in SLA 3-15 days)	YES/NO	YES (15 Days)
45	SPECIAL CONDITIONS	----	**The Bidder has to submit the following documents with the bid.** 1. UDYAM as proof MSE Firm. 2. Certificate of compliance to all the Terms & Conditions of ATC in stipulated Format. 3. Make in India Declaration. 4. EMD or proof of exemption of EMD. 5. Certificate that they have not been black listed /debarment for this item by any central/State Govt. agencies by last 03 years. 6. Proof of Registered Vendor of this item at any Ordnance Factory(s) or VRRF along with Fee to register in MIL vendor portal for this item. 7. List of plant & machineries, testing facility & equipments and quality standards

			accreditations. 8. Notarized certificate as a proof of OEM, indicating address of manufacturing of Shell, Capacity per month and indigenous content. 9. Copy of RoR (Record of Rights) of the plot of land where manufacturing is done showing ownership in the firm's name. 10. PAN along with latest year proof of paying Income Tax. 11. GSTIN along with latest year of paying GST. 12. Copies of Profit & Loss Statement and Certificate of Turnover of last 03 years duly audited/certified by Chartered Accountant. 13. Quality Plan Documents. 14. Proof for supply Shell 155mm M107 or similar items of 155mm Calibre for 10% of bid quantity in at least 01 of the last 03 financial years to any Govt./ Private agencies. 15. Pre-contract Integrity Pact duly singed in enclosed format as per clause 3.13 of MIL SPM-2023 (Annexure-5A). NOTE: - (i) This bid is OTE, hence Established, Registered as well as new vendors can participate. (ii) Only OEM (Original Equipment Manufacturer) vendors are eligible to participate in this tender. Traders are not eligible to participate. (iii) Vendors bidding with same/common IP address will be rejected/ ignored.
46	If any Bidder fails to submit the documents mentioned at SL No.45 (Special conditions), then the Firm will not be considered for further process/evaluation.		
47	**SPECIAL CONDITIONS FOR OTE CASE:** a) The firm should have adequate manufacturing facilities including essential machines. The list of machineries required for manufacturing of the tender item is uploaded with TE. If, essential machines are not available in-house with the firm then the firm will not be considered for placement of order. b) The Chief General Manager, Ordnance Factory Badmal reserves right to carry out the **Capacity Verification** of any firm participating in this Tender Enquiry. c) The firm has to submit the list of machineries available with them for manufacturing of the tendered item. d) During physical Capacity Verification firm shall have to show in-house manufacturing capability by providing one or more item, as directed by OFBL's representative. e) Firm has to apply for registration through the website ***https://vendor.munitionsindia.in*** & follow the steps to complete the process. After applying through the above, vendor has to take a print-out of the filled VRRF & attach the same while submitting their offer against OTE.		
48	Bids of firms who do not comply with the Tender Conditions or give conditional offer, will not be considered for further processing. No further correspondence will be made in this regard.		

49	The item has to be supplied as per Lot size i.e. 2013 Nos.	
50	Firms debarred for the tender item cannot participate in the TE till completion of period of debarment.	
51	PSD amount (if applicable) has to be submitted within 30 days from the placement of supply order, otherwise the S.O may be cancelled without any information/notice.	
52	Time for offering Raw Materials for Inspection	Within 45 Days after placement of Supply Order
53	Pre-Bid Conference	Not required
54	Pre-Contract integrity pact	Applicable as per MIL SPM-2023 Clause No.3.13
55	Liquidity Damage	Applicable as per MIL SPM-2023 Clause No.3.14
56	Part Payment	Applicable as per MIL SPM-2023 Clause No.5.10
57	Termination Clause	Applicable as per MIL SPM-2023 Clause No.3.22
58	Fall Clause	Applicable as per MIL SPM-2023 Clause No.3.31 & 6.12
59	Downtrend Clause	Applicable as per MIL SPM-2023
60	Tolerance Clause (+/- 5%)	Applicable as per MIL SPM-2023 Clause No.4.9
61	Force Majeure Clause	Applicable as per MIL SPM-2023 Clause No.3.17
62	Cartel Clause	Applicable as per MIL SPM-2023 Clause No.3.40
63	Conflict of Interest Clause	Applicable as per MIL SPM-2023 Clause No.4.24
64	Arbitration Clause	Not Applicable
65	Jurisdiction at Titlagarh	Applicable as per MIL SPM-2023 Clause No.3.25
66	Performance Security Deposit (PSD)	Applicable as per MIL SPM-2023 Clause No.3.16
67	Ground Rent	Applicable as per MIL SPM-2023 Clause No. 2.42
68	**TERMS OF INSPECTION:** GENERAL PARA: **(a)** Inspection of item supplied by the vendor will be carried out as per relevant specification in various stages as mentioned below. **(b)** Inspection officer: Authorised representative of CGM/OFBL.	
69	**RAW MATERIAL INSPECTION /CLEARANCE (RMC):** **(a)** Raw material clearance should be obtained from OFBL before commencement of production vendor must ensure that only specified and accepted materials are used for manufacture. **(b)** The Firm has to offer all the required materials for inspection to OFBL within stipulated period after placement of supply order. [If the firms fail to offer the materials in specified time the necessary action like cancellation of order, debarment for TE item etc. may be imposed as per MIL SPM-2023]. **(c)** OFBL (QC section) will intimate the firm about the raw materials which can be tested in OFBL's laboratory. Such materials will be tested in OFBL only. **(d)** After receiving the raw materials inspection call, OFBL may at its discretion send representative to firm's premises to draw sample of materials or allow the firm for testing of materials at any Govt. Laboratory /NABL Laboratory. **(e)** The materials shall be tested for all the parameters as per relevant drawing /specification. If the material is tested at NABL Laboratory, it shall be ensured that all the parameters are under their NABL scope and the test report should contain NABL symbol. The test report shall mention (i) Name of Item/ Component, tested (ii) Material of construction (steel/brass/plastic/rubber etc.) (iii) Test specification (iv) Test method. **(f)** The firm will ensure that the material is in accordance with relevant Specification. If required the firm may obtain prior clarification from OFBL immediately after getting the Supply Order. **(g)** Before submitting the test Certificates, firm shall ensure that all specified parameters of the materials are tested as per the latest drawings and specifications with latest revision & reaffirmation without any shortcomings to avoid delay in RMC. **(h)** After receipt of test certificates of all raw materials from NABL accredited Laboratory/Govt. Laboratory, OFBL will examine the test reports and give clearance to the firm for starting production of the item to be supplied. **(i)** Firm has to maintain record of the materials procured by them and cleared by OFBL. Record should indicate Qty. procured, date of procurement and Qty. utilized during manufacture. **(j)** **Pilot Lot/ First Lot Qty: 513 Nos (Including Proof Sample)** is to be provided within 30 Days after Raw Material Clearance (RMC) by O.F Badmal before bulk supply.	

	(k) Subsequent Regular Lot size: 2013 Nos (Including Proof Sample)
70	**PRE-DELIVERY INSPECTION : Applicable** **(a)** Pre-Delivery Inspection (PDI) of the item will be carried out at Firm's Premises by OFBL's authorised representatives. All or some of the specified tests will be done during PDI, as per the facilities available with the firm and decided by OFBL. **(b) Firm should offer its product for PDI within the stipulated time, otherwise imposition of LD and other penal action will be attracted.** **(c)** PDI will be done only after clearance has been issued for all the input materials. **(d)** The Firm shall intimate to OFBL regarding readiness of the item for inspection with following details: i. Supply Order No. and date. ii. Item description as per Supply Order, Quantity, Lot Number, month and year of manufacturing. iii. Pre-Inspection report of the firm. **(e)** The Pre-Inspection reports should consist of reports of dimensional, visual and any other tests specified and carried out by the vendor's quality control/inspection staff. The Firm should ensure that product is manufactured as per the specification and drawing. **(f)** After receipt of Inspection call, fulfilling the above criteria, OFBL will depute Inspector to firm's premises to carry out PDI as per the specification and drawings. PDI Inspector will also draw samples for any further tests to be conducted at OF Badmal and external laboratories and/or Proof Establishments. **(g)** Clearance in PDI does not mean clearance for dispatch of the item to OFBL or clearance for payments. **(h)** Firm may dispatch its product without PDI to OFBL for proof and final inspection.
71	**Proof and Dispatch Clearance: Applicable** **(a)** The proof samples will be drawn by inspector from the bulk/lot during PDI or after receipt at OFBL, as decided by OFBL. **(b)** The proof samples will be filled with explosive and sent to Proof Establishments for proof testing. Simultaneously, other samples drawn during PDI will be tested in Laboratory and subjected to fitment trials. **(c)** Clearance for dispatch of bulk will be given on successful acceptance in PDI, further inspection/testing of samples at OFBL, external Laboratories (if required) and Proof Establishment (if proof is required). **(d)** Before receiving dispatch clearance, firms may dispatch the product at their risk & cost to OFBL. Taking such item inside OFBL does not mean clearance of payment.
72	**Final Inspection At OFBL:** **(a)** The Final Inspection will be carried out at OFBL after receipt of bulk/lot quantity of the item at OFBL Premises. **(b)** The item will be accepted if it is cleared in proof practical trial and other tests done by OFBL. **(c)** Only quantity cleared in final inspection will be considered for payment by OFBL.
73	**Packing:** Packing should be done as per relevant specifications of store. Packing should withstand while in transit, be easy to load and unload and marked with details of S.O. i.e. S.O. No., Qty., Content, Consignor & Consignee address.
74	**Payment term:** 100% payment within one month after delivery and acceptance of material at OFBL's premises, along with all requisite/relevant documents from the firm. Part payment is allowed.
75	**Guarantee/Warranty clause:** The seller hereby warrants that the item supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification. The item supplied shall be under warranty against any defect in material, workmanship, design, or dimension or manufacturing defect and non-conformance to intended performance, for a period of 24 months from the date of receipt and acceptance of supply in Buyer's place. The seller shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so. The seller cannot absolve their responsibility for warranty of material even though it is inspected & approved by OFBL's representatives.
76	All Correspondences by the firms for the TE shall be made in the authorised e-mail ID (mmofbol@ord.gov.in). Correspondences made in any other e-mail id will not be entertained.

77	The Chief General Manager, Ordnance Factory Badmal reserves the right to Reject/Cancel/Scrap the Tender Enquiry or Change the Quantity of item or the date of TE opening without notifying any reason.
78	Any payment regarding EMD/PSD will be made in favour of MUNITIONS INDIA LIMITED_ ORDNANCE FACTORY BADMAL, BALANGIR remittance to Bank A/c No.-40471239635, payable at SBI Badmal Branch (IFSC CODE: SBIN0008703&MICR CODE: 767002526) .
79	All Other Terms & Conditions or any matters not specifically mentioned in TE will be as per MIL SPM-2023 & GeM Terms & Conditions.

(P.K. PANDA)
MANAGER
FOR CHIEF GENERAL MANAGER

CERTIFICATE FOR CONFIRMATION OF ATC

It is certified that our Bid complies with all the terms and conditions of the Bid/Tender Enquiry as stipulated in the ATC.

DATE:

Seal and Signature of Authorized Signatory

PLACE

(NAME OF THE FIRM)
SEAL OF THE FIRM

CERTIFICATE OF NON DEBARMENT

I THE UNDERSIGNED CERTIFIED THAT OUR FIRM M/s _____ IS NOT DEBARED/BLACK LISTED FOR THE ITEIM -_____ IN ANY ORDNANCE FACTORIES / CENTRAL / STATE GOVT. AGENCIES / OFB BY LAST 03 YEARS. IF IN FUTHER IT IS FOUND THAT THE ABOVE MENTIONED DECLARATION IS FALSE THEN SUITAILE ACTION MAY BE INITIATED AGAINST OUR FIRM.

DATE: Certified Signature:
PLACE

(NAME OF THE FIRM)
SEAL OF THE FIRM

Seal and Signature of Authorized Signatory

Self Certification under Preference to "MAKE IN INDIA" Policy
(Refer Clause No.2.8 & 3.4.4 of ITT)

CERTIFICATE

In line with Government Public Procurement Order No. P-45021 /2/ 2017-BE-II, Dt.15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____(supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No._____.

Details of location at which local value addition will be made is as follows:

_____

_____

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Instructions to Bidder for submission of documents along with the Bid

1. Firm has to submit UDYAM as proof of MSE firm.
2. Certificate of compliance to all the Terms & Conditions of ATC in stipulated Format.
3. Make in India Declaration.
4. Firm has to pay the valid EMD Amount or the EMD exemption document as mentioned in Bid document. The firm has to upload the soft copy through GeM as proof of paying EMD or EMD exemption document.
   Further firm has to send the original document of paying EMD to Ordnance Factory Badmal in sealed condition(Envelope) mentioning the following details:
   (i) EMD (with Bold Letter)
   (ii) GeM TE No....., Date:.....
   (iii) GeM TE Opening date:.....
   If the Firm fails to submit the original EMD payment document within 07 (seven) days of bid opening date, then the offer of the firm will be rejected without any intimation/communication in this regard.
5. Certificate that they have not been black listed /debarment for this item by any central/State Govt. agencies by last 03 years.
6. Proof of Registered Vendor of this item at any Ordnance factory(s) or VRRF along with Fee to register in MIL vendor portal for this item.
7. List of plant & machineries, testing facility & equipments and quality standards accreditations.
8. Notarized certificate as a proof of OEM, indicating address of manufacturing of Shell, Capacity per month and indigenous content.
9. Copy of RoR (Record of Rights) of the plot of land where manufacturing is done showing ownership in the firm's name.
10. PAN along with latest year proof of paying Income Tax.
11. GSTIN along with latest year of paying GST.
12. Copies of Profit & Loss Statement and Certificate of Turnover of last 03 years duly audited/certified by Chartered Accountant.
13. Quality Plan Documents.
14. Proof for supply Shell 155mm M107 or similar items of 155mm Calibre for 10% of bid quantity in at least 01 of the last 03 financial years to any Govt./ Private agencies.
15. Pre-contract Integrity Pact duly singed in enclosed format as per clause 3.13 of MIL SPM-2023 (Annexure-5A).
16. Any payment regarding EMD/PSD will be made in favour of MUNITIONS INDIA LIMITED_ ORDNANCE FACTORY BADMAL, BALANGIR remittance to Bank A/c No.-40471239635, payable at SBI Badmal Branch (IFSC CODE: SBIN0008703 & MICR CODE: 767002526). If the firms deposit EMD/PSD through e-remittance, transaction detail for the same will be intimated to OFBL in mail ID: mmofbol@ord.gov.in.
17. If any firm desired for drawing & specifications against the subject OTE, firm shall request at least 07 days in advance before the Tender Opening Date along with Non-Disclosure Agreement (NDA) duly ink signed as per format attached with TE documents for further necessary action. Firm shall request for the same accordingly. The extension of TOD is not compulsory due to Drawing & specifications.

(P.K.PANDA)
MANAGER
FOR CHIEF GENERAL MANAGER
ORDNANCE FACTORY BADMAL

ANNEXURE-'5A'

PRE-CONTRACT INTEGRITY PACT
(For cases valuing above 100 Cr)

General

1. Whereas the CGM hereinafter referred to as the Buyer and the first party, proposes to procure [**Name of the Store:** SHELL BODY WITH DRIVING BAND 107, hereinafter referred to as Defence Stores, and M/s _____,represented by, Mr / Mrs_____, Chief Executive Officer(which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores.

2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Departmental Organisation under MIL, Ministry of Defence, Government of India Enterprises.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the

Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contractor any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. **Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. **Earnest Money/Security Deposit**

8.1. Every bidder, while submitting commercial bid, shall deposit an amount * _____as Earnest Money/Security Deposit, with the buyer through any of the following instruments:-

(i) Bank Draft or a Pay Order in favour of the GM/Sr.GM, Finance & Account Deptt..

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank guarantee format is enclosed.

Note: - In case of foreign supplies, the vendor may, if required, furnish the Bank Guarantee from a first class International Bank provided the same is confirmed/ verified by the State Bank of India.

(iii) Any other mode or through any other instrument (to be specified in the RFP/TE).

* At present, the amount of **pre-contract EMD/SD is Rs. 1 Cr in cases where the cost as estimated by the Buyer is "above Rs. 100 Cr & up to Rs. 300 Cr", and Rs. 3 Cr if the cost as estimated by the Buyer is above Rs. 300 Cr.**

Note: - The option of all acceptable instruments needs to be retained. However, the Buyer should consider the validity of the instrument and the need for revalidation while obtaining the same.

8.2. The Earnest Money/Security Deposit shall be valid up to a period of five years beyond the bid validity specified in the TE (or subsequent request made by the buyer for validity extension) or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money/Security Deposit shall be refunded by the buyer to those bidder(s) whose bid does not qualify (do not qualify) after the stages of TEC/TPC, as constituted by the Buyer, immediately after a recommendation is made by the TEC/TPC on bid(s)after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. **Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

10. **Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-
(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India (or Base Rate of State Bank of India in the absence of Prime Lending Rate) and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
(v) To encash the advance bank guarantee and performance-cum-warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
(vi) To cancel all or any other Contracts with the Bidder.
(vii) To ban the Bidder from entering into any bid from the Government of India for a minimum period of five years and not more than ten years at the discretion of the Buyer.
(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
The term „close relative" for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant"s wife or husband and wholly dependent upon Government servant.
(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. **Fall Clause**

11.1 The firm should accept a "fall clause" that it will not sell the same material/equipment, with similar tender conditions, at prices lower than the supply order rate placed on it. In case if the firm supplies or quotes a lower rate to other Governments, public sector organisations, it would reimburse the excess amount.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. **Independent Monitors**

12.1 The Buyer has appointed Independent Monitor(s) for this Pact in consultation with the Central Vigilance Commission (**Names and Addresses of the Monitors to be given**):

1- Shri Rajnisha Kumar. Vaish,I.A.S(Retd.)
Plot No-10, Green woods Govt. Officers, Welfare Society,
Greater Noida,Gautam Budha Nagar,U.P-201310
Email ID: rajnishakumar@gmail.com

2- Shri Rajendra Kalla CES,EX-ADG/CPWD(Retd.)
16,Munika Enclave,Opp.vasant Vihar Bus Depot,New Delhi-110067
Email ID : rajendra432000@yahoo.co.in

12.2 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform **the CGM.**

13. **Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. **the nearest location from the seat of the Buyer of a High Court or a Bench of High Court.**

15. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. **Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at _____ on _____

BUYER	**BIDDER**
( )	( )
Designation:	Chief Executive Officer
Ordnance Factory_____	Name of Firm:_____
Witness	Witness
1._____	1._____
2._____	2._____

REQUEST FOR DRAWING / DOCUMENTS AGAINST TE/ SO

This request is made against the TE/SO No. **Date:**

Details of Participating firm / Supplier

(a)	Name of the Participating firm / Supplier :	
(b)	Complete Registration/ Office Address :	
(c)	Email Id / Telephone No	
(d)	Details of Drg/ Document required:	
(e)	Name of Authorised Person:	
(f)	Personal Contact No.	
(g)	Firm /Supplier approached to any AHSP authorities i.e. CQA(A) / CQA(ME) / Other for these documents	
(h)	Reference Doc / letter to AHSP:	

Non-Disclosure Agreement (NDA)

I hereby certify and give the following under taking:

This component drawing shall be treated as confidential by the parties including their officers / employees and shall limit access to such of its officers / employees involved in relevant works on a need to know basis. Except with the written consent of the Buyer, the participating vendor (s) shall not disclose the specifications, plan, drawings, pattern or information thereof, to any third party, other than the person employed by the participating bidders involved in relevant work on need to know basis. In case it is found that a participating firm(s) or its employee(s) is engaged in unethical practices, the firm shall be barred from participating in the future contracts and /or suspended and/or banned for a minimum period of three years and not more than ten years as decided by competent authority. In exceptional cases and those involving national security considerations the competent Authority may order a longer period of banning of business dealing with an Entity, as deemed appropriate."

*No additional copies will be made of any documents provided to the firm.

*Mandatory to produce ink signed copy of the request form.

Official Seal
Place:
Date:

Signature:
Name:
Rank / Appointment:

COUNTER SIGNED
(By the Head of the Organization/Office)

NO : 8032/VR/P&M/QC(TC) DATE : 27.09.2025

Sub: - Amendment of Manufacturing Technology & Inspection facility required for Manufacturing of the items – Regarding of.
Ref: - (1) PV(DM) Section's L/No. 4061/MFG FACILITY/VRRF/PV (DM)dtd. 19.09.2025.
(2) QC(TC) L/No. 8032/VR/P&M/QC(T&C), dtd. 19.09.2025

With reference to (1), PV (DM) Section has intimated to provide details manufacturing technology and testing/inspection facility require for manufacturing of the following item(s). As per PV (DM) Section's letter under ref (1), this information will be required for addition of item(s) in Master Item list of MIL Vendor Registration Portal.

The identification of essential plant & machinery for manufacturing of the following item is reviewed and amended by the MFT team of Vendor Registration.

Sl. No.	Item code	Item	CV required or Not required	Manufacturing Technology and Testing Facilities
01	6281000104	SHELL BODY WITH DRIVING BAND 107 TO TO DRG. NO. 3060202 DC: 36490 - A DTD. 19.11.1998 AND SURFACE TREATED AS PER DRG. NO. 3060203 DC: 36490 - A DTD. 19.11.98 EXTERNALLY PAINTED WITH PAINT OLIVE GREEN RAL 6003 MATT FINISH TO DEFENCE STANDARD: DEF STAN 80-25 ISSUE-5 2009 (PAINT AMMUNITION FINISHING, STOVING & DIPPING TYPES). INTERNALLY OIL SEALED WITH LIFTING PLUG TO DRG. NO. 5191856 DC NO. 37595 – A DTD. 08.12.21 AND GASKET TO DRG. NO. 6391043 DC NO. 36695-A DTD. 08.08.2000, LOOSELY FITTED.	Required	**Essential** 1. Shear cutting machine/Band saw for cutting billets having capacity minimum 15,000 Nos per month 2. Induction Furnace of capacity minimum 1000 KW for heating Billets 3. Hydraulic Press for forging of capacity minimum 1000 MT 4. Press for Nosing Operation of capacity minimum 01 MT 5. Crimping Machine for Copper Band Crimping of capacity minimum 300 T 6. Hydraulic Pressure testing machine for capacity minimum 600 Bar 7. CNC machine for machining operation of capacity minimum 10,000 Nos per month 8. MPI facility for capacity minimum 5,000 Amp 9. Seam Welding machine of capacity to weld minimum 10,000 Nos Shells per month 10. Ultrasonic machine for ultrasonic immersion method to cover all the portions of the shell volumetrically including the Flat bottom hole 11. Phosphating & Painting Facility @ minimum 10,000 Nos Shells per month **Desirable** 1. Manufacturing facility or Tie-up /MOU for Lifting Plug and Gasket.

29/9/25
AGM/PD& Q
CHAIRMAN/MFT

DGM/U-04
MEMBER/PRODUCTION

29/9/25
for DGM/ QC
MEMBER/QC